



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

887; *Lawson v. Hewel*, 118 Cal. 613, 50 Pac. 763. According to this "contract" theory a person could be expelled by a proceeding which failed to give any notice or even be bound by an agreement not to question the decision of the board by resorting to the courts. A better view seems to be the one evidently taken by the court in the principal case, that equity will grant relief against rules contrary to natural justice. *People v. Uptown Assoc.*, 9 App. Div. 191, *Williamson v. Rundolph*, 48 Misc. 96. Whether this particular rule is contrary to natural justice or not, is a debatable question—the court assumes that it is, without discussion. Surely, however, there may be instances when a party should not be bound by unjust provisions in the constitution, which he has probably never read and which was never intended as a contract.

**MARRIAGE—ANNULMENT.**—Suit to annul a marriage on the ground that it was induced by the concealment of defendant that she was an incurable epileptic. No children were born of the marriage. *Held*, that the marriage should be annulled. *McGill v. McGill*, (1917) 164 N. Y. Supp. —.

The English courts which have jurisdiction over this subject have followed closely the decrees of the ecclesiastical courts which they succeeded, and will annul a marriage only when there is fraud in the factum, or that sort of fraud which produces an appearance without a reality of consent. *Moss v. Moss*, L. R. (1897) Prob. & Div. 263. The American courts, led by those of New York, have departed in varying degrees from this restricted view. *Reynolds v. Reynolds*, 3 Allen 605; *Ryder v. Ryder*, 66 Vt. 158. The statute of New York, (§1730 CODE CIV. PROC.) which authorizes the annulment of marriage for fraud, is in terms merely declaratory of the common law, and does not affect the question. The decisions in that jurisdiction have resulted from a greater liberality of view on the part of the courts, and not from legislation. Facts practically identical with those here given have been held to furnish insufficient grounds of annulment. *Lewis v. Lewis*, 44 Minn. 124, 46 N. W. 323; *Lyon v. Lyon*, 230 Ill. 366, and to the same effect is the recent case of *Allen v. Allen*, 85 N. J. Eq. 55, 95 Atl. 363, in which there was concealment of hereditary insanity. But in the latter jurisdiction, as in all others where the question has arisen, a venereal disease has resulted in annulment. *Crane v. Crane*, 62 N. J. Eq. 21, 49 Atl. 734; *Smith v. Smith*, 171 Mass. 404, 50 N. E. 933. Why many of these courts give relief in some cases, and deny it in others where the fraud of the defendant is equally plain and the danger to succeeding generations probably greater, is not apparent. *Sobol v. Sobol*, 150 N. Y. Supp. 248, in which annulment was granted because the husband was shown to have tuberculosis, furnishes a proper stepping-stone to the instant decision. Both promote the best interests of society and work no injustice to the defendant. See 13 MICH. L. REV. 426, and 13 HARV. L. REV. 110.

**PLEADING—EXHIBITS AS PART OF COMPLAINT DEMURRED TO.**—An action was brought against certain copartners and their bondsman, a corporation. The complaint failed to allege that the defendant bondsman was a corporation, but a copy of the bond sued on was attached to the complaint and

showed the incorporation of defendant. A demurrer to the complaint, based on the failure to allege incorporation, was overruled. *Held*, that the attached bond was such a part of the complaint that it was sufficient on demurrer. *Sogn v. Koetsle, et al.*, (S. D. 1916) 160 N. W. 520.

Pleading by way of exhibits, although known to the old equity practice, was not known at common law. The authorities are not uniform in their holdings as to whether an instrument of writing annexed to the complaint, and alleged to be a part thereof, can be considered in determining the sufficiency of the allegations of the complaint when a demurrer is interposed. 6 ENC. PL. & PR. 299. The weight of authority probably supports the rule that in the absence of a statute the annexing and filing of papers as exhibits to a pleading does not make them a part thereof. *Stratton v. Henderson*, 26 Ill. 69; *Hadwen v. Home Mut. Ins. Co.*, 13 Mo. 473; *Larimore v. Wells*, 29 Oh. St. 13; *Aultman v. Siglinger*, 2 S. D. 442. It naturally follows that they cannot be referred to for the purpose of remedying the omission of a material allegation or curing a fatal defect. *Hickey Co. v. Fugate*, 143 Mo. 71; *Burkett v. Griffith*, 90 Cal. 532; *Wynne v. State Nat. Bank*, 82 Tex. 378; *Cave v. Gill*, 59 S. C. 256. However, the court deciding the principal case repudiated the doctrine set forth above, and, referring to *Aultman v. Siglinger*, cited *supra*, stated that its decision had long been disaffirmed in South Dakota and other states. The decision of the case under consideration is supported by authorities. *Stephens v. American Fire Ins. Co.*, 14 Utah 265; *Hudson v. Scottish Union & Nat. Ins. Co.*, 110 Ky. 722; *Pefley v. Johnson*, 30 Neb. 529. It should be noted that in spite of the conflict as to the value of an exhibit attached to a pleading demurred to, the courts quite generally agree that exhibits may be looked to for definiteness and certainty of material allegations. 8 ENC. PL. & PR. 741.

PROCESS—EXEMPTION OF WITNESS IN REPRESENTATIVE CAPACITY.—The managing agent of the defendant corporation was served in X County with summons, directed against the corporation, while passing through said county to attend court as a witness in Y County. The defendant was a domestic corporation located and doing business in Y County and its only representative in X County when the summons in question was served was the above mentioned agent. The plea attacking the jurisdiction was overruled, an exception to the ruling was reserved, and, after a trial on the merits, judgment was given for the plaintiff. *Held*, that the plea to the jurisdiction should have been sustained. *Commonwealth Cotton Oil Co. v. Hudson*, (Okla. 1916) 161 Pac. 535.

The legislature of Oklahoma has provided that "a witness shall not be liable to be sued in a county in which he does not reside, by being served with a summons in such county, while going, returning, or attending in obedience to a subpoena." REVISED LAWS 1910, §5064. In applying that statute to the facts of the case under consideration two important questions are presented, (1) does the exemption apply to the witness in his representative capacity? and (2) does the exemption exist outside of the jurisdiction of the court whose subpoena the witness is obeying? On a similar state of